

**STATE OF FLORIDA
FISH AND WILDLIFE CONSERVATION COMMISSION
GRANT AGREEMENT FOR
DEVELOPMENT OF A HABITAT CONSERVATION PLAN FOR GULF COUNTY,
FLORIDA BEACHES**

THIS AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and GULF COUNTY BOARD OF COMMISSIONERS, whose address is 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida 32456, hereafter "GRANTEE," to provide federal funding for the DEVELOPMENT OF A HABITAT CONSERVATION PLAN FOR GULF COUNTY, FLORIDA BEACHES.

WHEREAS, the COMMISSION is in receipt of federal financial assistance from the U.S. Fish and Wildlife Service (FWS), Cooperative Endangered Species Conservation Fund -- HCP Planning Assistance Grant F12AP00157 and, as a result of this Agreement, the GRANTEE has been determined to be a subrecipient of federal financial assistance from the FWS; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare, and

WHEREAS, the GRANTEE is responsible for complying with the appropriate federal guidelines in performance with this Agreement.

NOW, THEREFORE, the COMMISSION and the GRANTEE, for the considerations hereafter set forth, do hereby agree as follows:

1. **PROJECT DESCRIPTION.** The GRANTEE shall perform the project activities and specific responsibilities and obligations as set forth in the Scope of Work, attached hereto as Attachment A, titled "Grant Proposal" and made a part hereof. The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by FWC prior to any payment.
2. **PERFORMANCE.** The GRANTEE shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the GRANTEE. The GRANTEE shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request. The GRANTEE shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the GRANTEE warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible GRANTEE.

3. **PERIOD OF AGREEMENT.**

A. This Agreement shall be effective upon last signature and shall remain in effect until June 30, 2014, inclusive, unless terminated sooner as provided herein. The GRANTEE shall not be eligible for reimbursement for services rendered prior to the effective date of this Agreement nor after the termination date of the Agreement.

B. FWS Grant F12AP00157 has been awarded for the period of July 1, 2011 to June 30, 2014. GRANTEE acknowledges that this Agreement does not guarantee any extension of FWS Grant funding past June 30, 2014. Should FWS cancel funding for Grant F12AP00157, this Agreement shall automatically terminate as provided in the Termination section below.

C. It is the GRANTEE's duty and responsibility to abide by the end date of this Agreement. This Agreement may only be extended in the event of an extension of FWS Grant F12AP00157 past June 30, 2014. Any extension of this Agreement shall be by formal amendment executed by authorized individuals for each party, and subject to the same terms and conditions of this Agreement. Requests for extensions of this Agreement shall be presented to the COMMISSION's Contract Manager by March 31, 2014.

4. **COMPENSATION and PAYMENTS.**

A. As consideration for the services rendered by the GRANTEE under the terms of this Agreement, the COMMISSION shall pay the GRANTEE on a cost reimbursement basis an amount not to exceed \$266,000.00 for all eligible project costs, upon the completion, submittal and approval of the deliverables identified in Attachment A, Grant Proposal. The GRANTEE shall provide a minimum of \$74,125.00 of in-kind non-federal matching contributions. All in-kind match contributions shall be documented in detail sufficient for a proper pre-audit and post-audit review. The COMMISSION shall provide a minimum of \$30,041.00 of in-kind services as part of the non-federal match requirement.

B. The COMMISSION shall pay the GRANTEE for satisfactory performance of deliverables identified in the Scope of Work, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses, and after acceptance of services and deliverables in writing by the Commission's Project Manager. Each invoice shall include the COMMISSION Contract Number and the GRANTEE's Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. GRANTEE acknowledges that the Commission's Project Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

C. The COMMISSION shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be due for every 90-day period starting from the start date of this Agreement. In order to be reimbursed, costs under this Agreement must be obligated and all work completed by the Grantee by the end of the Agreement period identified in paragraph 2. A final invoice shall be submitted to the COMMISSION no

later than 30 days following the expiration date of this Agreement to assure the availability of funds for payment.

D. If authorized in the attached Scope of Work, travel expenses shall be reimbursed in accordance with s. 112.061, F.S.

E. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In addition, the State of Florida's performance and obligation to pay under this Agreement is contingent upon receipt of funding from FWS. The parties hereto understand that this Agreement is not a commitment to future appropriations. The COMMISSION shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the COMMISSION or the State. The COMMISSION agrees to notify GRANTEE in writing at the earliest possible time if funds are not appropriated or available.

F. Section 216.3475, F.S., requires that under non-competitive procurements, a GRANTEE may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. By execution of this Grant Agreement, GRANTEE warrants that the amount of non-competitive compensation provided in this Agreement is in compliance with section 216.3475, F.S.

5. **MONITORING.** The COMMISSION shall actively monitor the GRANTEE's performance and compliance with the terms of this Agreement. The COMMISSION reserves the right for any COMMISSION staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in the Scope of Work.

6. **TERMINATION.**

A. The COMMISSION may unilaterally terminate this Agreement for convenience by providing the GRANTEE with thirty (30) calendar days of written notice of its intent to terminate. GRANTEE shall not be entitled to recover any cancellation charges or lost profits.

B. This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the COMMISSION shall provide GRANTEE with written notice of termination.

C. The COMMISSION may terminate this Agreement if the GRANTEE fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the COMMISSION in this

clause are in addition to any other rights and remedies provided by law or under the Agreement. GRANTEE shall not be entitled to recover any cancellation charges or lost profits.

D. In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to GRANTEE. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination.

D. Upon receipt of notice of termination, the GRANTEE shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the GRANTEE shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

7. REMEDIES.

A. In accordance with 287.058(1)(h), F.S., financial consequences for nonperformance must be identified. If the GRANTEE fails to complete the tasks outlined in Attachment A, Grant Proposal, the COMMISSION shall withhold 10% of the GRANTEE's final invoice request.

B. In addition, in the event of nonperformance under this Agreement, the GRANTEE shall be ineligible to be considered for funding for the FWS Cooperative Endangered Species Conservation Fund – HCP Planning Assistance Grants for two (2) consecutive funding cycles. The COMMISSION shall notify the Grantee of ineligibility within thirty (30) days of the Agreement end date.

C. The rights and remedies of the COMMISSION in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

8. TAXES. The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

9. NOTICES. Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means

other than overnight delivery shall be deemed received when actually received by the addressee:

FOR THE COMMISSION:

Tom Ostertag
Listed Species Conservation Ecologist
620 S. Meridian St. MS/2A
Tallahassee, FL 32399-1600
(850) 921-1033
Tom.Ostertag@myfwc.com

FOR THE GRANTEE:

Don Butler
County Administrator
1000 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456
(850) 229-6111
dbutler@gulfcountry-fl.gov

10. FEDERAL FUNDS.

A. GRANTEE shall be responsible for complying with all federal grant requirements as provided in its grant, a copy of which is attached hereto and made a part hereof as Attachments B and B-1. It is understood and agreed that the GRANTEE is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

B. As applicable, GRANTEE shall comply with all federal laws, rules, and regulations, including but not limited to:

- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- The Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The full text of 2 CFR 175.15, Award Term, is provided as Attachment E.

C. As applicable, GRANTEE shall comply with the following Office of Management and Budget Circulars:

- A-21 (2 CFR 220), Cost principles for Educational Institutions
- A-87 (2 CFR 225), Cost Principles for State, Local, and Indian Tribal Governments
- A-122 (2 CFR 230), Cost Principles for Non-Profit Organizations
- A-133, Audit of States, Local Governments, and Non-Profit Organizations
- A-102, Grants and Cooperative Agreements with State and Local Governments
- A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations

D. Drug-Free Workplace: Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, GRANTEE will provide a drug-free workplace. Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment D. This includes the Drug-Free Workplace Requirement Certification.

11. **AMENDMENT.**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both parties. The Commission may, at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Agreement (e.g., specifications, time, method or manner of performance, requirements, etc.). All Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any change to this contract which causes an increase or decrease in the GRANTEE'S cost or time shall require formal Amendment. The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. **RELATIONSHIP OF THE PARTIES.** The GRANTEE shall perform as an independent contractor and not as an agent, representative, or employee of the COMMISSION. The GRANTEE covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. The parties agree that there is no conflict of interest or any other prohibited relationship between the GRANTEE and the COMMISSION.

13. **SUBCONTRACTS.**

A. The GRANTEE may subcontract work under this Agreement without the prior written consent of the Commission's Grant Manager. The GRANTEE agrees to comply with the procurement requirements contained in 43 CFR 12.76, as applicable. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The GRANTEE shall submit a copy of the executed subcontract to the COMMISSION'S Grant Manager within ten (10) days after execution. The

GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.

B. It is understood and agreed by the GRANTEE that the COMMISSION shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. It is further understood and agreed by the GRANTEE that the COMMISSION is not responsible for the subcontractor's performance under any subcontract.

14. INSURANCE.

A. To the extent required by law, the GRANTEE will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the GRANTEE shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.

B. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

C. The GRANTEE warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the GRANTEE officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE.

15. PUBLIC RECORDS. Records made or received in conjunction with this Agreement are public records. Such records may also be subject to the Freedom of Information Act. This Agreement may be unilaterally canceled by the COMMISSION for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Chapter 119, F.S.

16. **RECORD KEEPING REQUIREMENTS.**

A. The GRANTEE shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. The GRANTEE shall allow the COMMISSION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of GRANTEE's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. These records shall be maintained for five (5) years following the close of this Agreement. GRANTEE shall cooperate with the COMMISSION to facilitate the duplication and transfer of such records upon the COMMISSION's request.

D. GRANTEE shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

17. **FEDERAL and FLORIDA SINGLE AUDIT ACTS REQUIREMENTS.** In accordance with section 215.97, Florida Statutes, the Florida Single Audit Act requires all non-State organizations that are recipients of State financial assistance to comply with the audit requirements of the Act. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the GRANTEE shall be required to comply with the audit requirements outlined in Attachment C, titled Requirements of the Federal and Florida Single Audit Acts, attached hereto and made a part of the Agreement, as applicable.

18. **LIABILITY.** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

19. **NON-DISCRIMINATION.**

A. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services (DMS) is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to DMS' Office of Supplier Diversity at (850) 487-0915.

B. The Grantee agrees to comply with the provisions of 15 CFR Part 8, "Nondiscrimination in Federally Assisted Programs." No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.

20. **SEVERABILITY, CHOICE of LAW, and CHOICE OF VENUE.**

A. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

B. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

21. **NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

22. **JURY TRIAL WAIVER.** As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the GRANTEE of quantum meruit.

23. **DEBARMENT AND SUSPENSION.**

A. In accordance with Executive Order 12549, Debarment and Suspension, GRANTEE shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the GRANTEE shall not

knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

B. Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION a completed copy the form entitled "Certifications and Assurances," Attachment D. This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

24. PROHIBITION AGAINST LOBBYING.

A. The GRANTEE certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative contract. If any non-Federal funds are used for lobbying activities as described above in connection with this Agreement, the GRANTEE shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The GRANTEE shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

B. Pursuant to the Lobbying Disclosure Act of 1995, the GRANTEE agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

C. In accordance with Section 216.347, F.S., the GRANTEE is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the COMMISSION's Inspector General, or other authorized State official, GRANTEE shall provide any type of information the Inspector General deems relevant to the GRANTEE's integrity or responsibility.

D. Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION a completed copy the form entitled "Certifications and Assurances," Attachment D. This includes the Certification Regarding Lobbying.

25. EMPLOYMENT ELIGIBILITY VERIFICATION.

A. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires COMMISSION contracts in excess of nominal value to expressly require GRANTEE to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by GRANTEE during the Agreement term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize

the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. If GRANTEE does not have an E-Verify MOU in effect, the GRANTEE must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. The GRANTEE further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COMMISSION or other authorized state entity consistent with the terms of the GRANTEE's enrollment in the program. This includes maintaining a copy of proof of the GRANTEE's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the COMMISSION may treat a failure to comply as a material breach of the Agreement.

26. **PROCUREMENT.**

A. In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

B. In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. GRANTEE agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with section 403.7065, F.S.

27. PROHIBITION OF UNAUTHORIZED ALIENS. In accordance with Executive Order 96-236, the Commission shall consider the employment by the GRANTEE of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the GRANTEE knowingly employs unauthorized aliens.

28. PUBLIC ENTITY CRIMES.

A. Pursuant to subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

B. Upon execution of this Agreement by the GRANTEE, the GRANTEE shall complete, sign and return to the COMMISSION a completed copy the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment D. This includes the Certification Regarding Public Entity Crimes.

29. **INTELLECTUAL PROPERTY RIGHTS.**

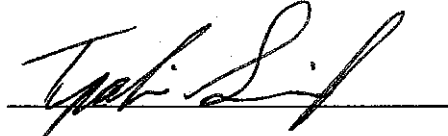
A. Unless specifically addressed in the attached Scope of Work, intellectual property rights to preexisting property will remain with the GRANTEE. GRANTEE shall indemnify and hold harmless the COMMISSION and its employees from any liability including costs and expenses, including attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by GRANTEE. Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the GRANTEE for the Commission shall be handled in the manner specified by applicable state statute.

B. Where activities supported by the contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the COMMISSION has the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the COMMISSION to do so.

30. **ENTIRE AGREEMENT.** This agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

GULF COUNTY

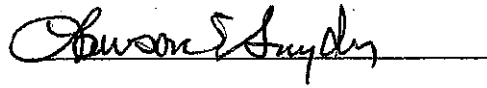


Name: _____

Title: _____

Date: _____

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**



For Nick Wiley
Executive Director

Date: 7/12/13

Approved as to form and legality:


FWC Attorney

Attachments and Exhibits in this Agreement include the following:

| | | |
|------------|-----|---------------------------------------|
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ATTACHMENT A

Habitat Conservation Planning Assistance Grant Proposal

Development of a Habitat Conservation Plan for Gulf County Florida Beaches, Florida

**Prepared by:
Gulf County Board of County Commissioners
in cooperation with
Florida Fish and Wildlife Conservation Commission
for submission to
United States Fish and Wildlife Service
Cooperative Endangered Species Conservation Fund
HCP Planning Assistance Grant**

January 18, 2011

Development of a Habitat Conservation Plan for Gulf County, Florida

I. PROJECT STATEMENT

Project Summary

More than eight state and federal threatened and endangered species depend on habitat found on Gulf County beaches and adjacent dunes (Table 1). Specifically, Cape San Blas is home to four species of nesting sea turtles, two threatened shorebirds, other migratory and resident shorebirds, and an endangered beach mouse endemic to the region.

This \$416,663.00 grant will assist Gulf County with the initiation of development of a Habitat Conservation Plan (HCP) to address impacts to federally listed species related to coastal development within the county. The proposed project will generate the planning and information needed for further development of a county-wide HCP for Gulf County beaches. The HCP will help to address the conservation needs of state and federal listed species, while coordinating and streamlining the regulatory requirements of federal, state, and county agencies.

II. NEED FOR AN HABITAT CONSERVATION PLAN

Over the past few decades, Florida has experienced a rapid increase in human population growth. This growth and the associated developmental pressures have greatly stressed the natural resources of the state. This is especially true of the state's coastal areas. Florida has the longest coastline among the 48 contiguous states, with 1180 miles of coastline, of which 824 miles are sandy beaches. Much of the coastline in the Florida Panhandle, and in Gulf County in particular, is considerably less developed than in other parts of the state. The comparatively unspoiled, less populated nature of this area makes it all the more important that coastal habitats here be targeted for conservation, in order to preserve the natural character of Gulf County beaches in future years.

Beaches and coastal strand are identified as high priorities in Florida's Wildlife Action Plan (FFWCC 2005). The Florida Natural Areas Inventory (FNAI) (2005) lists the habitats associated with this HCP as imperiled due to rarity and ongoing vulnerability. These threats include, but are not limited to the following: coastal development, incompatible recreation activities, conversion to recreation areas, beach nourishment, invasive and exotic species, climate variability, conversion to housing and urban development, and disruption of natural processes (FFWCC 2005). This HCP will address activities including, but not limited to: coastal development; beach scraping; beach cleaning; beach raking; beach front lighting; and beach berm and dune restoration. The HCP will address construction and other activities such as single-family and multifamily developments, public infrastructure, and post storm emergency activities for the protection of private structures and public infrastructure.

The Florida Department of Environmental Protection (FDEP) defines coastal development as new construction, rebuilding or the redevelopment of single or multi-family structures, ancillary structures and related excavation and fill activities located seaward of the CCCL.

Beach scraping is defined as the process of excavating sand from the foreshore or below mean high water and placing it on the beach berm to facilitate dune recovery following a storm event.

Beach cleaning includes raking the sandy beach seaward of the dune and vegetation line to collect trash and other debris on or near the surface by use of a machine that pulls a rake or other similar porous device that penetrates no more than 2 inches below ambient grade and does not remove *in-situ* sand.

Beach berm and dune restoration is the placement of sand and vegetation above mean high water to restore or enhance a dune feature.

The following federally listed species may benefit from implementation of this HCP.

A. Beach Mice

The dune system (primary, secondary and tertiary dunes) provides habitat for beach mice (*Peromyscus polionotus*) (Hipes et al. 2000). Coastal strand and scrub are also important habitats during and after extreme storms (Hipes et al. 2000). The St. Andrew beach mouse (*P. p. peninsularis*) (Bay and Gulf Counties) is listed under the Endangered Species Act as endangered. Critical habitat has been designated for St. Andrew beach mice.

On developed beaches, beach mice persistence is directly related to the presence of contiguous tracts of suitable habitat occupied by multiple independent populations (Danielson, 2005). Habitat fragmentation is a result of coastal development and associated human activities that disrupt the dune landscape. Many of the aforementioned activities could result in damage or destruction of beach mouse habitat. Unchecked development within beach mouse habitat could be a serious impediment to their long-term survival. Problems associated with development, such as habitat fragmentation and feral cats may be mitigated with the development of an HCP. As with sea turtles, coastal light pollution can have an adverse effect on beach mice (Bird et al. 2004).

B. Sea Turtles

The beaches of Florida provide nesting habitat for five species of sea turtles: loggerhead (*Caretta caretta*), green (*Chelonia mydas*), hawksbill (*Eretmochelys imbricata*), Kemp's ridley (*Lepidochelys kempii*), and leatherback (*Dermochelys coriacea*). With the exception of the loggerhead, which is federally listed as threatened, all of Florida's sea turtles are state and federally listed as endangered species. Coastal development, coastal armoring, beach cleaning, beach front lighting, and beach berm and dune restoration can

have adverse effects on the nesting behavior and survivorship of sea turtles. Protection of nesting beaches and associated uplands is necessary for the long-term recovery of these species.

C. Piping Plover

Non-breeding piping plovers are consistently found in Florida from July 15 to May 15. The 2004 and 2005 hurricane seasons created and/or altered non-breeding piping plover habitats. Areas used by migrating and wintering piping plovers are ephemeral habitats that due to their nature change over time. Hurricanes and episodic storm events increase overwash processes that transport sediment (sand) across barrier islands and form inlets and sand and mud flats. Migrating and wintering piping plovers use overwash areas for feeding and roosting. Overwash areas are created by the flow of water through the primary dune line with deposition of sand on the barrier flats, marsh, or into a lagoon, depending on the storm magnitude and the width of the beach. On developed beaches, structures may prevent or minimize this occurrence.

Piping plovers are dependent on a mosaic of habitat patches, and move among these patches depending on local weather and tidal conditions (U.S. Fish and Wildlife Service, 1996). Coastal beaches along the Gulf oceanfront are used as roosting habitat when situated near suitable feeding areas. Construction and human recreational activities can disturb roosting and feeding piping plovers. Regulatory controls through a HCP will serve to minimize loss of habitat and disturbance as well as to facilitate a holistic approach to these issues.

D. Red Knot

On 12 September 2006, the U.S. Fish and Wildlife Service (FWS) included the red knot as a candidate species that may warrant protection under the Endangered Species Act (Act). The FWS is currently reviewing the status of the red knot for potential listing. Although the candidate species status does not provide any regulatory protection under the Act, the FWS recommends that, given its candidate status, all federal agencies funding, authorizing, or conducting actions that may affect the red knot or its habitat, including impacts to prey resources, give full consideration to the species in project planning.

The red knot is a medium-sized shorebird that undertakes an annual 30,000 km hemispheric migration, one of the longest among shorebirds. The red knot breeds in Arctic Canada, and a portion of the population winters in Florida. Florida wintering red knots are capable of foraging predominantly on coquina clams (*Donax variabilis*) along intertidal habitats. However, knots also utilize algae covered sand or mud flats within back barrier sounds, sheltered bays, or lagoons presumably feeding on bubble shells. Red knots are not site-specific in their foraging requirements but rather move frequently following the patchy distribution of coquina clams and, considering this mobility, are

tolerant of limited disturbance. Unlike the mobile foraging behavior of red knots, roosting knots require wide open stretches of beach with limited human disturbance. Roosting knots are more temperamental than foraging knots and are less tolerant of disturbance. Beaches that have roosting habitat features but maintain consistent human activity will not be utilized by roosting red knots without sufficient management to prevent disturbance. Little is known on use patterns by red knots in Florida. Consistent surveys are necessary to begin to understand the potential importance of Florida's coastal environment for this species.

III. OBJECTIVES

The main objective of this project is to begin the necessary planning required for the development of a large scale HCP that would encompass all Gulf County's beaches and associated dune systems and cover all activities that may result in incidental take of state and federal listed species. An HCP will facilitate and streamline incidental take permitting for both the state and Federal government, while implementing measures that offer protection to state and federally listed threatened and endangered species.

Objectives for the first phase of planning for the HCP are as follows:

1. Establish an HCP Steering Committee to oversee the development and implementation of the HCP;
2. Implement a series of meetings with stakeholders and partners to inform, assess needs and concerns that are unique to specific areas and garner support for establishment and implementation of a countywide HCP;
3. Delineate the areas to be covered by the HCP;
4. Refine the list of species to be covered by the HCP;
5. Determine the activities to be covered by the HCP;
6. Determine the impacts that occur as a result of activities covered by the HCP;
7. Identify the avoidance and minimization measures and alternatives for those activities to be covered by the HCP;
8. Develop inventory and monitoring protocols for post-implementation of the HCP;
9. Provide a detailed outline of subsequent steps to complete the HCP.

IV. EXPECTED RESULTS

The results of these objectives would provide the necessary information to map the agenda and budget for the HCP. Ultimately, an HCP would be prepared with the corresponding National Environmental Policy Act documents for application of an incidental take permit from the FWS to address the potential impacts to federally listed species as a result of the implementation of the County's permitting programs.

V. APPROACH

The Florida Fish and Wildlife Conservation Commission will enter into an agreement with Gulf County Board of County Commissioners (GCBOCC) to accomplish the objectives of this planning grant. A Gulf County HCP grant coordinator temporary position will be established as part of this grant to ensure coordination between GCBOCC and FFWCC, as well as timely completion of all tasks. The GCBOCC would either conduct or procure the services of a qualified consultant to conduct the HCP planning covering the County's permitting programs for activities in potential beach mouse habitat. The HCP planning effort will use existing Federal guidelines and policies set forth in the "Endangered Species Habitat Conservation Planning Handbook" (<http://www.fws.gov/endangered/hcp/hcpbook.html>).

The HCP planning effort will include, but not be limited to the following:

1. Review of other countywide, multi-species HCP to ascertain any pitfalls or necessary actions needed to ensure success of such an effort;
2. Review of literature sources pertinent to the development of a countywide coastal HCP. This will be inclusive of, but not limited to the biological and geomorphologic coastal literature;
3. Meet with potential partners to facilitate participation in the HCP. These meetings will also provide the information exchange between partners necessary for development of the HCP.
4. Meet with stakeholders (e.g., Florida Department of Environmental Protection, State Buffer Preserves, etc.) to facilitate participation in the HCP. These meetings will also provide the information exchange between partners necessary for development of the HCP.
5. Select an HCP Steering Committee to oversee the planning, development, and implementation of the HCP.

VI. LOCATION

The project will address coastal areas of Gulf County, Florida, including coastal sandy beach shoreline and associated dunes. The extent of this HCP will encompass approximately 4,685 acres of state and federally listed species habitat (FFWCC 2005). The beach and dune system is described by FDEP as an integral part of the coastal system and represents one of the most valuable natural resources in Florida, providing protection to adjacent upland properties, recreational areas, and habitat for wildlife. Florida's beaches are long, often narrow strips of unconsolidated sand and shells that extend landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation. This habitat is greatly influenced by wind, salt spray, erosion and deposition (FNAI 1990). The sparse vegetation of the foredune includes the following species: sea oats (*Uniola paniculata*), sea rocket (*Cakile* spp.), sandspur (*Cenchrus* spp.), beach elder (*Iva imbricata*), bitter panicum (*Panicum amarum*), and beach morning glory (*Ipomoea stolonifera*). Despite their inhospitable nature Florida's beaches are important nesting areas for sea turtle, shorebirds and support numerous other species (FFWCC 2005).

The beach berm is the nearly horizontal part of the beach or backshore formed by the deposit of material by wave action. Some beaches have no berm; others have one or several.

Landward from the beach is coastal strand, which may include the following habitat types: beach dunes, coastal berm, and coastal grasslands (FFWCC 2005). This habitat is also strongly influenced by maritime processes. A dune is a mound, bluff, ridge, or emergent zone of loose, usually sand-sized sediment, lying upland of the beach and deposited by any natural or artificial mechanism. Dunes may be bare or covered with vegetation, and are subject to fluctuations in configuration and location. The sparsely vegetated primary dunes support a flora similar to that of the beach/foredune zone. The more protected and stabilized secondary dunes include the following plant species: railroad vine (*Ipomoea pes-caprae*), saw palmetto (*Serenoa repens*), Spanish bayonet (*Yucca aloifolia*), yaupon (*Ilex vomitoria*), wax myrtle (*Myrica cerifera*), and sea grapes (*Coccoloba uvifera*), while most southerly locals includes tropical species (FFWCC 2005). Coastal strand is important habitat for many wildlife species including the beach mouse (*Peromyscus polionotus*) and gopher tortoise (*Gopherus polyphemus*) (FFWCC 2005 and FNAI 1990).

VI. REVISED ESTIMATED COSTS

| Item | Main Sub-tasks | Estimated Total Planning Assistance Request | Estimated County Match | Estimated FWC Match |
|--|---|---|------------------------|---------------------|
| Investigative Services | <ul style="list-style-type: none"> • Literature Review • Identify Direct and Indirect Project Impacts • Collect, Synthesize, and Assess Ecological and Critical Habitat Data • Determine Incidental Take Levels • Conduct On-Site Field Investigations | \$90,000.00 | 1,000.00 | |
| Minimization, Mitigation and Monitoring Services | <ul style="list-style-type: none"> • Develop Minimization, Mitigation and Monitoring Plan • Develop Adaptive Management Procedures | 40,000.00 | 1,000.00 | |
| Environmental Documentation and Reporting Services | <ul style="list-style-type: none"> • Interim Status Reports and Final Report • GIS/Map Production • Draft Habitat Conservation Plan • Draft Implementing Agreement | 60,000.00 | 1,000.00 | |
| Administrative and Technical Services | <ul style="list-style-type: none"> • Telecommunication/Planning/ Meetings • Monthly Stakeholder Workshops | 50,000.00 | 45,125.00 | 30,041.00 |
| Surveying and Legal Services | <ul style="list-style-type: none"> • Conduct species surveys • Procure legal services from a private firm | 20,000.00 | | |
| County Liaison | | 6,000.00 | 26,000.00 | |
| Subtotals | | 266,000.00 | 74,125.00 | 30,041.00 |
| FWC Direct Costs (5% of Subtotal) | | 13,300.00 | | |
| FWC Indirect Costs (12.48% of Subtotal) | | 33,197.00 | | |
| Totals | | 312,497.00 | 74,125.00 | 30,041.00 |
| Grand Total: | | 416,663.00 | | |

Table 1. Federal and State protected species potentially affected by activities regulated under County permitting. E= endangered, T= threatened, SSC= species of special concern, C= Candidate, and N= non-listed species

| Scientific Name | Common Name | Status Federal/ State |
|---|-------------------------------|--------------------------|
| Reptiles | | |
| <i>Caretta caretta</i> | Loggerhead | T/T |
| <i>Chelonia mydas</i> | Green Turtle | E/E |
| <i>Dermochelys coriaca</i> | Leatherback | E/E |
| <i>Eretmochelys imbricata</i> | Hawksbill | E/E |
| <i>Gopherus polyphemus</i> | Gopher Tortoise | N/SSC |
| <i>Lepidochelys kempii</i> | Kemp's Ridley | E/E |
| Birds | | |
| <i>Calidris canutus</i> | Red Knot | C/N |
| <i>Charadrius alexandrinus</i> | Snowy Plover | N/T |
| <i>Falco peregrinus</i> | Peregrine Falcon | N/E |
| <i>Falco sparverius paulus</i> | Southeastern American Kestrel | N/T |
| <i>Haematopus palliatus</i> | American Oystercatcher | N/SSC |
| <i>Haliaeetus leucocephalus</i> | Bald Eagle | T/T |
| <i>Pelecanus occidentalis</i> | Brown Pelican | N/SSC |
| <i>Rhynchops niger</i> | Black Skimmer | N/SSC |
| <i>Sterna antillarum</i> | Least Tern | N/T |
| Mammals | | |
| <i>Peromyscus polionotus peninsularis</i> | St. Andrews Beach Mouse | E/E |

Table 2. Non-listed species covered by the statewide coastal HCP.

| Scientific Name | Common Name |
|-------------------------------------|---------------------------------|
| Reptiles | |
| <i>Coluber constrictor</i> | Blackracer |
| <i>Crotalus adamanteus</i> | Eastern Diamondback Rattlesnake |
| <i>Heterodon platyrhinos</i> | Eastern Hognose Snake |
| <i>Heterodon simus</i> | Southern Hognose Snake |
| <i>Lampropeltis getula</i> | Common Kingsnake |
| <i>Masticophis flagellum</i> | Eastern Coachwhip Snake |
| <i>Tantilla relicta pamlica</i> | Coastal Dunes Crowned Snake |
| <i>Terrapene carolina</i> | Box Turtle |
| Birds | |
| <i>Anous stolidus</i> | Brown Noddy |
| <i>Charadrius wilsonia</i> | Wilson's Plover |
| <i>Calidris alba</i> | Sanderling |
| <i>Calidris pusilla</i> | Semipalmated Sandpiper |
| <i>Calidris mauri</i> | Western Sandpiper |
| <i>Columbina passerine</i> | Common Ground Dove |
| <i>Falco columbarius</i> | Merlin |
| <i>Haematopus palliatus</i> | American Oystercatcher |
| <i>Limosa fedoa</i> | Marbled Godwit |
| <i>Numenius phaeopus hudsonicus</i> | Whimbrel |
| <i>Passerina ciris ciris</i> | Painted Bunting |
| <i>Pelecanus occidentalis</i> | Brown Pelican |
| <i>Rhynchops niger</i> | Black Skimmer |
| <i>Sterna anaethetus</i> | Bridled Tern |
| <i>Sterna caspia</i> | Caspian Tern |
| <i>Sterna fuscata</i> | Sooty Tern |
| <i>Sterna maxima</i> | Royal Tern |
| <i>Sterna nilotica</i> | Gull-billed Tern |
| <i>Sterna sandvicensis</i> | Sandwich Tern |
| Mammals | |
| <i>Mephitis mephitis</i> | Striped Skunk |
| <i>Spilogale putorius</i> | Spotted Skunk |

Literature Cited

- Bird, B.L., L.C. Branch, and D.L. Miller. 2004. Effects of coastal lighting on foraging behavior of beach mice. *Conservation Biology* 18(5):1435-1439.
- Danielson, B. J. 2005. Importance of Multiple Independent Populations of Alabama Beach Mice. Issue paper and presentation to Alabama beach mouse recovery team. May 16, 2005.
- Florida Fish and Wildlife Conservation Commission. 2005. Florida's Wildlife Legacy Initiative. Florida's Comprehensive Conservation Strategy. Tallahassee, Florida,.
- Florida Natural Areas Inventory. And Department of Natural Resources. 2005. Guide to the natural communities of Florida. Tallahassee, Florida.
- Hipes, D., D.R. Jackson, K. NeSmith, D. Printiss, and K. Brandt. 2000. Field guide to the rare animals of Florida. Florida Natural Areas Inventory, Tallahassee, Florida.
- U.S. Fish and Wildlife Service. 1996. Piping plover (*Charadrius melodus*), Atlantic Coast population, revised recovery plan. Hadley, Massachusetts.

ATTACHMENT B



United States Department of the Interior

FISH AND WILDLIFE SERVICE

1875 Century Boulevard

Atlanta, Georgia 30345

May 31, 2012

IN REPLY REFER TO
FWS/R4/WSFR

Mr. Nick Wiley, Executive Director
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

Dear Mr. Wiley: *Nick*

The Grant Award for F12AP00157 (FL-E-38-HP-1), "Development of a Habitat Conservation Plan for Gulf County Florida Beaches, Florida," has been approved effective July 1, 2012. The original signed copies of the approved documents have been forwarded to your grant coordinator. The Grant Award is approved for the period from July 1, 2012 to June 30, 2013 in the amount of \$416,663 of which the Federal Share is \$312,497.

Copies of the approved document and "Special Conditions" have been e-mailed to your grant coordinator.

Terms of Acceptance: Per <http://www.doi.gov/pam/TermsandConditions.html>, acceptance of a Federal Financial award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference to the following: Program legislation/regulation, Assurances, Special Conditions and Code of Federal Regulations and other Regulatory Requirements, as applicable.

Please contact me at (404) 679-4154 or Mr. Fernando Núñez-García at (404) 679-7357, if you have any questions.

Sincerely yours,

Michael L. Piccirilli
Chief Wildlife and Sport Fish Restoration



United States Department of the Interior

FISH AND WILDLIFE SERVICE

1875 Century Boulevard

Atlanta, Georgia 30345

June 12, 2013

IN REPLY REFER TO
FWS/R4/WSFR

Mr. Nick Wiley, Executive Director
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

Dear Mr. Wiley: *NICK*

Amendment No. 1 to the Grant Award for F12AP00157 (FL-E-38-HP-1), "Development of a Habitat Conservation Plan for Gulf County Florida Beaches, Florida," has been approved effective June 5, 2013. As requested the Grant Award Period of Performance was extended to end on June 30, 2014.

The Special Conditions attached to the original Grant Award remain the same including the following revisions:

- 1) An Interim Performance Report and Interim Financial Report (SF-425) are due no later than September 28, 2013.
- 2) The Final Performance Report and the Final SF-425 are due no later September 28, 2014.

A Copy of this letter has been e-mailed to your grant coordinator.

Terms of Acceptance: Per <http://www.doi.gov/pam/TermsandConditions.html>, acceptance of a Federal Financial award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference to the following: Program legislation/regulation, Assurances, Special Conditions and Code of Federal Regulations and other Regulatory Requirements, as applicable.

Please contact me at (404) 679-4154 or Mr. Fernando Núñez-García at (404) 679-7357, if you have any questions.

Sincerely yours,

Michael L. Piccirilli
Chief – Wildlife and Sport Fish Restoration

ATTACHMENT C

ATTACHMENT C

REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific

audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: OTHER AUDIT REQUIREMENTS

None

PART IV: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

The Commission the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Contact the Commission's Audit Director by phone at (850) 488-6068.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Commission.

EXHIBIT - 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

State Agency: Florida Fish and Wildlife Conservation Commission
Federal Agency: U.S. Fish and Wildlife Service
Federal Program: Cooperative Endangered Species Conservation Fund - HCP Planning Assistance
Grant Program
CFDA No.: 15-615
Recipient: Gulf County, Florida
Amount: \$266,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The Contractor shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Charter 4., C., I., attached hereto and made a part hereof as Attachment C.

Federal Program:
List applicable compliance requirements as follows:

1. Federal match requirement as per grant, Attachment A.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST
OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

None

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

None

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO
THIS AGREEMENT ARE AS FOLLOWS:**

**NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida
Statutes, require that the information about Federal Programs and State Projects included in
Exhibit 1 be provided to the recipient.**

ATTACHMENT D

Attachment D
CERTIFICATIONS AND ASSURANCES

The COMMISSION will not award this Contract unless GRANTEE completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, GRANTEE provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)**
- B. Certification Regarding Lobbying (31 U.S.C. 1352)**
- C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)**
- D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (for federally funded Contracts)**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned GRANTEE certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If GRANTEE is unable to certify to any of the statements in this certification, GRANTEE shall attach an explanation to this Contract.

B. CERTIFICATION REGARDING LOBBYING

The undersigned GRANTEE certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall

also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

GRANTEE hereby certifies that neither it, nor any person or affiliate of GRANTEE, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

GRANTEE understands and agrees that it is required to inform the COMMISSION immediately upon any change of circumstances regarding this status.

**E. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(If Contract relies on federal funds)**

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the GRANTEE (if not an individual) will provide a drug-free workplace by the following actions:

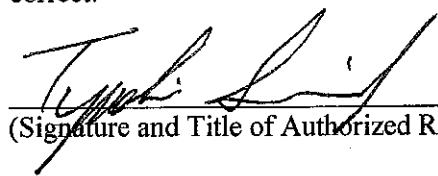
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph G.1. of this certification.
4. Notifying the employee in the statement required by paragraph G.1. of this certification that, as a condition of employment under the Contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the COMMISSION in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract Manager on whose Contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the GRANTEE is an individual, the GRANTEE certifies that:

1. As a condition of the grant, GRANTEE will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, GRANTEE will report the conviction, in writing, within 10 calendar days of the conviction, to the COMMISSION. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

By signing below, GRANTEE certifies the representations outlined in parts A through E above are true and correct.

A handwritten signature in dark ink, appearing to be "Tyron L. Smith", is written over a horizontal line.

(Signature and Title of Authorized Representative)

Contractor

Date

(Street)

(City, State, ZIP Code)

- End of Attachment D -